

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA	:	CRIMINAL NO. _____
v.	:	DATE FILED: _____
JAMES GODWIN	:	VIOLATIONS:
JESSICA LOPEZ	:	18 U.S.C. § 1341 (mail fraud - 13 counts)
	:	18 U.S.C. § 1344 (bank fraud - 1 count)
	:	18 U.S.C. § 1956(a) (money laundering -
	:	2 counts)
	:	18 U.S.C. § 2 (aiding and abetting)
	:	
	:	

INDICTMENT

COUNTS ONE THROUGH THIRTEEN

THE GRAND JURY CHARGES THAT:

At all times material to this indictment:

1. Cunningham Lindsey Claims Management Services, formerly Lindsey Moreden Claims Management (“Cunningham Lindsey”), was a company involved in the management and evaluation of insurance claims, and assisted insurance companies in determining the validity of claims and whether or not the company should settle, litigate or deny the claims. Cunningham Lindsey maintained offices at 220 West Germantown Pike, Plymouth Meeting, PA.
2. Defendant JAMES GODWIN was employed by Cunningham Lindsey as an insurance claims adjuster.
3. Defendant JESSICA LOPEZ was a friend of defendant JAMES GODWIN and purported to operate a company called J.R. Lopez Medical Services.

THE SCHEME

4. From in or about February 1997 to in or about February 2002, defendants

**JAMES GODWIN and
JESSICA LOPEZ,**

and others known and unknown to the grand jury, devised and intended to devise a scheme to defraud Cunningham Lindsey, and to obtain money and property by means of false and fraudulent pretenses, representations and promises.

MANNER AND MEANS

It was part of the scheme that:

3. Defendants JAMES GODWIN and JESSICA LOPEZ obtained money from Cunningham Lindsey in the form of vendor checks by submitting fraudulent vendor bills to Cunningham Lindsey purporting to represent that the vendors had performed services for the company, when in fact, the vendors had not performed such services.

4. Defendant JAMES GODWIN prepared, or had his associates prepare, fraudulent invoices that purported to show work that vendors had done for Cunningham Lindsey.

5. To conceal the fact that no legitimate work had been done, and to justify the fraudulent invoices, defendants JAMES GODWIN and JESSICA LOPEZ prepared reports to show work that had been done by vendors, when in fact, no work had been done at all.

6. In response to the fraudulent vendor invoices, Cunningham Lindsey issued checks to these vendors.

7. Defendants JAMES GODWIN and JESSICA LOPEZ set up post office boxes to receive checks that Cunningham Lindsey issued to the vendors.

8. Defendant JAMES GODWIN opened bank accounts for the vendors into which he deposited the Cunningham Lindsey checks that were issued in response to the fraudulent invoices.

9. Defendant JAMES GODWIN caused Cunningham Lindsey to issue checks in the amounts and names of the fraudulent vendors as listed below. These funds were all deposited into bank accounts that defendant Godwin controlled.

VENDOR NAME	# OF CHECKS	AMOUNT
S. Fabian Medical	2	\$1,467.00
M. Guidas Injury Mgt. c/o Marie Guidas	14	\$9,121.00
Injury Management Co. c/o Marie Guidas	8	\$5,255.20
E. Reider Medical/Claims Mgt.	3	\$1,855.00
H. Reider Medical c/o Heidi Reider	4	\$3,512.50
Medical Services/Dr. Stephen Fabian	474	\$623,889.10
S. Fabian	13	\$10,379.00
Fabian Medical c/o Stephen F. Fabian	17	\$13,635.85
Fabian Medical Services	49	\$68,267.84
Dr. Stephen Fabian	26	\$31,466.79
Dr. Stephen Fabian/Medical	234	\$315,416.86
Workplace Medical Svc c/o Stephen Fabian	418	\$495,220.22
Keystone Rehab System	1	\$1,529.00
J.R. Lopez Medical Services	177	\$275,740.82
S. Fabian Medical	41	\$36,948.35
Medical Services	<u>110</u>	<u>\$131,487.22</u>
TOTAL	1591	\$2,025,171.75

10. Defendant JAMES GODWIN withdrew funds from the Firsttrust Bank accounts for his own use, and gave a portion of the funds to defendant JESSICA LOPEZ.

11. On or about each of the dates set forth below, in the Eastern District of Pennsylvania, defendants

**JAMES GODWIN and
JESSICA LOPEZ,**

for the purpose of executing the scheme described above, and attempting to do so, and aiding and abetting its execution, knowingly caused to be delivered by mail according to the directions thereon, the following items:

COUNT	DATE	DESCRIPTION OF MAILING
1	March 13, 2001	Check payable to Dr. Stephen Fabian / Med Ortho Services in amount of \$1,248.65
2	May 30, 2001	Check payable to J.R. Lopez Medical Services, in amount of \$945.36
3	June 5, 2001	Check payable to Medical Services / Dr. Stephen Fabian in amount of \$1,421.85
4	June 20, 2001	Check payable to J.R. Lopez Medical Services, in amount of \$1,350
5	July 31, 2001	Check payable to Medical Services/Dr. Stephen Fabian in amount of \$1,355.85
6	September 25, 2001	Check payable to J.R. Lopez Medical Services, in amount of \$2,000
7	October 16, 2001	Check payable to J.R. Lopez Medical Services, in amount of \$1,400
8	December 3, 2001	Check payable to Dr. Stephen Fabian/Med Ortho Services in amount of \$1,248.65

COUNT	DATE	DESCRIPTION OF MAILING
9	December 21, 2001	Check payable to WK Place Med, c/o S. Fabian, M.D., in amount of \$1,250
10	January 2, 2002	Check payable to J.R. Lopez Medical Services, in amount of \$2,500
11	January 2, 2002	Check payable to J.R. Lopez Medical Services, in amount of \$2,500
12	January 2, 2002	Check payable to Medical Services / Dr. Stephen Fabian, in amount of \$1,373.65
13	January 10, 2002	Check payable to WK Place Med, c/o S. Fabian, M.D., in amount of \$1,500

All in violation of Title 18, United States Code, Sections 1341 and 2.

COUNT FOURTEEN

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 and 2 of Count One are realleged here.
2. Firsttrust Bank was a financial institution, the deposits of which were insured by the Federal Deposit Insurance Corporation, Certificate No. 26647.
3. Cunningham Lindsey issued check to vendors based upon bills those vendors submitted for services they performed for the company in relation to claims
4. At times vendors issued checks back to Cunningham Lindsey that were intended as recovery checks and/or reimbursement payments.
5. From on or about June 24, 1997 through in or about January 2002, in the Eastern District of Pennsylvania, defendant

JAMES GODWIN

knowingly executed, and attempted to execute, a scheme to defraud Firsttrust Bank, and to obtain monies owned by and under the care, custody, and control of that bank by means of false and fraudulent pretenses, representations, and promises.

THE SCHEME

6. It was the plan and purpose of the scheme that defendant JAMES GODWIN obtained monies held by Firsttrust Bank that belonged to Cunningham Lindsey by means of false and fraudulent pretenses, representations, and promises, and that he diverted these funds to his own use.

It was part of the scheme that:

7. On or about June 24, 1997, defendant JAMES GODWIN opened a bank account at Firsttrust Bank.

8. From June 1997 through January 2002, defendant JAMES GODWIN deposited approximately 162 recovery and/or reimbursement checks from legitimate vendors of Cunningham Lindsey into the Firstrust account, which totaled approximately \$144,365.43.

9. Defendant JAMES GODWIN wrote checks drawn on the Firstrust account payable to himself and to cash, endorsed the checks and cashed them to liquidate the available funds in the account.

10. Defendant JAMES GODWIN listed fraudulent expenses on the memo portion of the checks that he wrote.

In violation of Title 18, United States Code, Section 1344.

COUNTS FIFTEEN THROUGH SIXTEEN

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 10 of Count One are realleged here.

At all times material to this indictment:

2. Defendant JAMES GODWIN obtained proceeds from his fraudulent scheme and deposited those proceeds at the Firsttrust Bank into account numbered *****0619.

3. On or about the dates set forth below, in the Eastern District of Pennsylvania, and elsewhere, defendant

JAMES GODWIN

knowingly conducted, and aided, abetted and caused the conduct of, the following financial transactions affecting interstate commerce:

COUNT	DATE	DESCRIPTION
15	June 13, 2001	deposited check no.1009 in the amount of \$4,600, payable to Dr. Stephen Fabian, in Firsttrust account no. *****0619
16	June 22, 2001	deposited check no.1011, in the amount of \$2.000, payable to Dr. Stephen Fabian, in Firsttrust account no. *****0619

4. When conducting, and aiding and abetting the conduct of, each of the financial transactions described in paragraph 2 above, defendant JAMES GODWIN knew that the cash involved represented the proceeds of some form of unlawful activity.

5. The financial transactions described in paragraph 2 above involved the proceeds of specified unlawful activity, that is, mail fraud, in violation of Title 18, United States Code, Section 1341, and defendant JAMES GODWIN acted with the intent to conceal and disguise the nature, source, location, ownership and control of the proceeds of the specified unlawful activity.

All in violation of Title 18, United States Code, Sections 1956(a)(1)(A)(I), 1956(a)(1)(B)(I), and 2.

A TRUE BILL:

GRAND JURY FOREPERSON

PATRICK L. MEEHAN
UNITED STATES ATTORNEY